

\$25.00						
-TOTAL	3	\$1.14	\$0.00	\$0.00	\$0.08	\$92.51
		\$2.29	\$0.00	\$0.00	\$92.00	
-YTD TOTAL		\$1.91	\$0.00	\$0.00	\$0.69	\$1,296.08
		\$5.48	\$0.00	\$0.00	\$1,288.00	

** SUMMARY FOR DIVISION/OFFICE **

CALLS		%	MINUTES		%	COST		%	AVG. YTD	AVG. MIN/CALL	
COST/CALL	COST/MIN										
0EQUIPMENT						\$92.00	.0	\$1,288.00			
FEATURES						\$0.00	.0	\$0.00			
CIRCUITS						\$0.00	.0	\$0.00			
LOCAL	9	.0	15.03	.0	\$1.14	.0	\$1.91		1.67	\$0.02	\$0.01
LONG DISTANCE	3	.0	7.28	.0	\$2.29	.0	\$5.48		2.43	\$0.10	
\$0.04											
INTERNATIONAL	0	.0	0.00	.0	\$0.00	.0	\$0.00		.00	\$0.00	\$0.00
INCOMING	0	.0	0.00	.0	\$0.00	.0	\$0.00		.00	\$0.00	\$0.00
TOLL FREE	0	.0	0.00	.0					.00		
DIRECTORY ASST	0	.0	0.00	.0	\$0.00	.0	\$0.00		.00	\$0.00	
\$0.00											
ADJUSTMENT					\$0.00		\$0.00				
TAX					\$0.08		\$0.69				
TOTAL	12	.0	22.31	.0	\$92.51	.0	\$1,296.08		1.86	\$0.04	\$0.02

1CMS1E:MOD 1/RPT 1 BBTTEL110 (R4.0/V1.1) MS1Y OF CHICAGO
PAGE: 886

DATE: 03/09/2006

SITE: CH
14:04:07

SUMMARY FOR DIVISION/OFFICE

TIME:

DIVISION/OFFICE	914005	SOUTH CHGO LIB GRANT
DIVISION/OFFICE	914005	SOUTH CHGO LIB GRANT
BUREAU	914005	SOUTH CHGO LIB GRANT
DEPARTMENT	91	CHICAGO PUBLIC LIBRARY
CHICAGO	CHICAGO	MAYOR
FEB. 28, 2006		FEB. 1, 2006 THRU

NAME	EXTENSION	LOCAL	LONGDIS	DISPUTE	700CALL	DIRCALL	COLCALL
TX/AD/OCC	EQP/FEAT/CIRC	TOTAL					

CPL-SOUTH CHICAGO	747-8073 01	.00	.00	.00	.00	.00	.00	16.75
\$16.75								
-TOTAL	1	\$0.00	\$0.00	\$0.00	\$0.00	\$16.75	\$16.75	
		\$0.00	\$0.00	\$0.00	\$0.00	\$16.75		
-YTD TOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$234.50	
		\$0.00	\$0.00	\$0.00	\$0.00	\$234.50		

** SUMMARY FOR DIVISION/OFFICE **

CALLS		%	MINUTES		%	COST		%	AVG. YTD	AVG. MIN/CALL	
COST/CALL	COST/MIN										
0EQUIPMENT						\$16.75	.0	\$234.50			
FEATURES						\$0.00	.0	\$0.00			
CIRCUITS						\$0.00	.0	\$0.00			
LOCAL	0	.0	0.00	.0	\$0.00	.0	\$0.00		.00	\$0.00	\$0.00

LONG DISTANCE	0	.0	0.00	.0	\$.00	.0	\$.00	.00	\$.00	\$.00
INTERNATIONAL	0	.0	0.00	.0	\$.00	.0	\$.00	.00	\$.00	\$.00
INCOMING	0	.0	0.00	.0	\$.00	.0	\$.00	.00	\$.00	\$.00
TOLL FREE	0	.0	0.00	.0	\$.00	.0	\$.00	.00	\$.00	\$.00
DIRECTORY ASST	0	.0	0.00	.0	\$.00	.0	\$.00	.00	\$.00	\$.00
\$.00										
ADJUSTMENT				\$.00		\$.00				
TAX			\$.00		\$.00					
TOTAL	0	.0	0.00	.0	\$16.75	.0	\$234.50	.00	\$.00	\$.00



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2006-2007

January 03, 2007

Karim Adib
Chicago Public Library
400 South State Street
Chicago, IL 60605-1203

Re: Applicant Name: CHICAGO PUBLIC LIBRARY
Billed Entity Number: 135748
Form 471 Application Number: 527145
Funding Request Number(s): 1468966
Your Correspondence Dated: November 20, 2006

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2006 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1468966
Decision on Appeal: **Denied**
Explanation:

- Upon thorough review of the appeal letter and relevant documents, USAC has determined that when you submitted your Form 471 application on February 16, 2006, you did not have a signed contract in place with your service provider for the 2006 funding year. During the application review, the response provided to the USAC on July 28, 2006 advised that no contract or contract extension was in place when the Form 471 certification was filed. FCC Rules state that a contract must be signed and dated on or after the Allowable Contract Date as calculated by the Form 470 posting date, but prior to the submission of the Form 471. In this case, you have not demonstrated that you have complied with FCC Rules; therefore, the appeal is denied.

Box 125 – Correspondence Unit, 80 South Jefferson Road, Whippany, New Jersey 07981
Visit us online at: www.sl.universalservice.org

- USAC has determined that, at the time you submitted your Form 471 application, you did not have a signed and dated contract for services in place with your service provider(s) for services other than tariffed or month-to-month services. FCC Rules require that applicants submit a completed FCC Form 471 "upon signing a contract for eligible services." 47 C.F.R. sec. 54.504(c). The FCC Rules further require that both beneficiaries and service providers must retain executed contracts, signed and dated by both parties. See Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Fifth Report and Order and Order, 19 FCC Red 15808, 15824-26, FCC 04-190 para. 48 (rel. Aug. 13, 2004). The FCC has consistently upheld USAC's denial of funding when there is no contract in place for the funding request. See Request for Review by Waldwick School District, Schools and Libraries Universal Service Support Mechanism, File No. SLD-256981, CC Docket No. 02-6, Order, 18 FCC Red. 22994, DA 03-3526 (rel. Nov. 5, 2003). The FCC Form 471 instructions under Block 5 clearly state that you MUST sign a contract for all services that you order on your Form 471 except tariffed services and month-to-month services. See Instructions for Completing the Schools and Libraries Universal Service, Services Ordered and Certification Form, OMB 3060-0806 (November 2004) at page 23.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

Box 125 - Correspondence Unit, 80 South Jefferson Road, Whippany, New Jersey 07981
Visit us online at: www.sl.universalservice.org



Step 4: State Replacement Contracts

Applicants may use a state master contract as the "establishing Form 470" to apply for discounts but follow appropriate contract procedures based on when the state master contract expires.

State master contracts are those contracts which are competitively bid and put in place by an entity of state government for others. If you are using or intend to use a state master contract for eligible services and the master contract expires before the funding year for an application, you may be eligible for support for the full funding year. However, the appropriate replacement contract procedure must be followed. Two scenarios include state master contracts expiring before the funding year and state master contracts expiring during the funding year.

Scenario A - State master contracts expiring before the funding year

A state master contract may expire BEFORE the start of the funding year for an application. In this case, your state intends to use a service provider as part of a competitive bidding process to provide services under a new state master contract, but that process has not been completed and you are not yet sure who that service provider will be.

If the state master contract expires BEFORE July 1 of the funding year for an application (BEFORE the funding year begins), follow the directions below.

1. The Billed Entity must fill out a Form 471 Block 5 Funding Request covering the REPLACEMENT master contract, using the following instructions below:
 - Item 12: use the establishing Form 470 number for the expiring master contract.
 - Item 13: use SPIN number 143999999.
 - Item 14: use STATE REPLACEMENT CONTRACT as the Service Provider name. (Although a commitment of funds can be made towards the state replacement contract, no funds will be authorized for disbursement until there has been a SPIN change; see Step 3, below.)
 - Item 15: use "SRC" as the prefix in front of the expiring master contract number. (For example, if the expiring master contract number is WNT-98-005, use the number SRCWNT-98-005 as the contract number.)
 - Item 16: use the same Billing Account Number (if applicable) as used for the expiring master contract.
 - Item 17: the Allowable Vendor Selection/Contract Date will be pre-populated by the system (it will be related to the Form 470 number that was used in Item 12.) Paper filers may leave this item blank.
 - Item 18: the Contract Award Date should be the day AFTER the expiration of the expiring master contract.
 - Item 19a: the Service Start Date should be July 1 of the funding year.
 - Item 20: the Contract Expiration Date will be the end of the funding year. (You will reflect the true expiration date of the replacement contract on your subsequent funding year Form 471.)
 - Item 21: submit a copy of the expiring master contract as the attachment for Description of Service.
 - Item 22: indicate the entities that will receive this service under the replacement master contract.
 - Item 23: For both recurring charges and one-time charges, the funding commitment will be limited to charges contained in the expiring master contract. That means, the monthly charges MUST be no greater than what is contained in the expiring master contract. (If the replacement master contract charges are different, they can be reflected in Forms 471 filed in subsequent years.)
 - If there was no provision for one-time charges under the expiring master contract, but there is such a provision in the replacement master contract, there can be no claim for one-time charges under the replacement master contract for this funding year. (You may claim one-time charges incurred in subsequent program years in Forms 471 filed in subsequent years.)
2. When the state is ready to begin the competitive procurement process for the replacement master contract, the state or the vendor negotiating the replacement master contract will be required to file a Form 470 (and have it posted for a minimum of 28 days prior to signing the replacement contract). If the state does NOT file the Form 470, however, you will NOT be eligible for discounts for the replacement master contract for the program year.
3. After the state replacement master contract has been signed, you must request a SPIN change (replacing the service provider designation "state replacement contract" with the name of the actual vendor who has been awarded the replacement master contract) by marking up the relevant pages from your Funding Commitment Decision Letter (FCDL). On your FCDL you must indicate:
 4. the appropriate Funding Request Number (FRN)
 5. the actual service provider name (attach the appropriate page of the contract)
 6. the actual service provider's SPIN



7. the state entity's Form 470 Application Number which was filed for the replacement master contract
8. the contract award date (attach the appropriate page of the contract)
9. the service start date
10. the service end date
11. the replacement contract number
12. the *ACTUAL* expiration date of the replacement contract (attach the appropriate page of the contract)
13. the effective date of the replacement contract
14. You must SIGN and date the marked up page(s) of the FCDL. Return it by mail or express delivery to:

State Replacement Contracts
 Schools and Libraries Division - Correspondence Unit
 100 S. Jefferson Rd
 P.O. Box 902
 Whippany, NJ 07981

15. You will receive notice when the SPIN change has been made.
16. Once you receive notification that the SPIN change has been made, you may submit a Form 486 for the FRN(s) using replacement master contract information.
17. In subsequent program years when you file a Form 471, you will reference the state entity's Form 470 application number the establishing Form 470 for this replacement master contract.

Scenario B - State master contracts expiring during the funding year

A state master contract may expire DURING the funding year for which you are applying for discounts. In this second situation, current service provider will provide services during part of the funding year under that state master contract, but your state will select a service provider as part of a competitive bidding process to provide services under a new state master contract for remainder of the funding year. Again, that process has not been completed and you are not yet sure who the new service provider will be.

If the state master contract expires **BETWEEN July 1 and June 30 of the funding year** for an application (**DURING the year**), please follow the directions below.

In this case, the Billed Entity must fill out two Form 471 Block 5 Funding Requests. You must put your funding request for the expiring master contract and the replacement master contract on the **SAME** Form 471.

1. For EACH Funding Request that you have under an expiring master contract, complete one Block 5 covering the EXPIRING master contract.
2. For EACH Funding Request that you have under an expiring master contract, complete an additional Block 5 Funding Request covering the REPLACEMENT master contract, using the instructions below:
 - Item 12: use the establishing Form 470 number for the expiring master contract.
 - Item 13: use SPIN number 143999999.
 - Item 14: use STATE REPLACEMENT CONTRACT as the Service Provider name. (Although a commitment of funds can be made towards the state replacement contract, no funds will be authorized for disbursement until there has been a SPIN change; see Step 4, below.)
 - Item 15: use "SRC" as the prefix in front of the expiring master contract number. (For example, if the expiring master contract number is WNT-98-005, use the number SRCWNT-98-005 as the contract number.)
 - Item 16: use the same Billing Account number (if applicable) as used for the expiring master contract.
 - Item 17: the Allowable Vendor Selection/Contract Date will be pre-populated by the system (it will be related to the Form 470 number that was used in Item 12.) Paper filers may leave this Item blank.
 - Item 18: the Contract Award Date should be the day AFTER the expiration of the expiring master contract.
 - Item 19a: the Service Start Date should be the day AFTER the expiration of the expiring master contract.
 - Item 20: the Contract Expiration Date will be the end of the funding year (You can reflect the true expiration date of the replacement contract on your subsequent year Form 471.)
 - Item 21: submit the Description of Service used for the expiring master contract as the attachment for Description of Service.
 - Item 22: indicate the entities that will receive this service under the replacement master contract.
 - Item 23: For both recurring charges and one-time charges, the funding commitment will be limited to charges contained in the expiring master contract. That means, the monthly charges MUST be no greater than what is contained in the expiring master contract. (If the replacement master contract charges are different, they can be reflected in Forms 471 filed in subsequent years.)
 - If there was no provision for one-time charges under the expiring master contract or you will not be incurring one-time charges under the expiring master contract during the funding year and there is a provision for one-time charges under the replacement master contract, there can be no claim for one-time charges under the replacement master contract for this filing year. (You may claim one-time charges incurred in subsequent program years in Forms 471 in those subsequent years.)
3. When the state is ready to begin the competitive procurement process for the replacement master contract, the state entity

negotiating the replacement master contract will be required to file a Form 470 (and have it posted for a minimum of 28 prior to signing the replacement contract). If the state does NOT file the Form 470, however, you will NOT be eligible for discounts for the replacement master contract for the remaining portion of the funding year.

4. After the state replacement master contract has been signed, you must request a SPIN change (replacing the service provider designation "state replacement contract" with the name of the actual vendor who has been awarded the replacement master contract) by marking up the relevant pages from your Funding Commitment Decision Letter (FCDL). On your FCDL you indicate:
 5. the appropriate Funding Request Number (FRN)
 6. the actual service provider name (attach the appropriate page of the contract)
 7. the actual service provider's SPIN
 8. the state entity's Form 470 Application Number which was filed for the replacement master contract
 9. the contract award date (attach the appropriate page of the contract)
 10. the service start date
 11. the service end date
 12. the replacement contract number
 13. the ACTUAL expiration date of the replacement contract (attach the appropriate page of the contract)
 14. the effective date of the replacement contract
15. You must SIGN and date the marked up page(s) of the FCDL. Return it by mail or express delivery to:

State Replacement Contracts
 Schools and Libraries Division - Correspondence Unit
 100 S. Jefferson Rd
 P.O. Box 902
 Whippany, NJ 07981

16. You will receive notice when the SPIN change has been made.
17. Once you receive notification that the SPIN change has been made, you may submit a Form 486 for this FRN(s) using replacement master contract information.
18. In subsequent program years when you file a Form 471, you will reference the state entity's Form 470 application number the establishing Form 470 for this replacement master contract.

Step 3 Open a Competitive bidding Process

Step 5 Calculate the Discount Level

Last modified on

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Quentin Patterson
Senior Account Manager-
Government/ Education/
Medical Accounts

AT&T Global Services, Inc.
225 W. Randolph Street
Floor 23C
Chicago, IL 60606
Phone: (312) 364-4645
Fax: (312) 364-3166
Email: qp2317@sbc.com

April 25, 2006

Ms. Sheera Carthans
Contract Negotiator
City of Chicago
Department of Procurement Services
121 North LaSalle Street
Chicago, Illinois 60602

Re: Extension of Continuation of Centrex Service, Contract No. 20031223-0759, and
Custom Contract for Discounts, Contract No. 1999-525-0240-3 (the "Agreements"), effective December 23,
2003, as amended, between SBC Global Services, Inc. on behalf of Illinois Bell Telephone Company
("SBC") and City of Chicago

Dear Ms. Carthans:

SBC is currently providing certain services and discounts to the City of Chicago (the "City") pursuant to the terms and conditions of the Agreements referenced above, which expire by their terms in June 2006. SBC is aware the City is currently evaluating responses to the Request for Proposal ("RFP") #37989 for voice and data services to replace the services currently provided pursuant to the Agreements. Beginning June 1, 2006, SBC agrees to extend the current Agreements for an additional renewal period of 12 months at the same rates. Also the City will have an option to renew these Agreements for an additional period of 6 months by providing SBC written notice at least 30 days prior to June 1, 2007.

If the above continuation of the Agreements is acceptable, please sign the acknowledgement block of this letter and the attached amendments and return them to me. Should you have questions or need further clarification, please feel free to give me a call.

Sincerely,

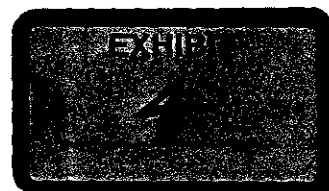
cc: Hardik Bhatt, BIS
Steve Philbrick, BIS
Robert Kolman, BIS

Acknowledged and Agreed:

Signature: Robert Kolman
Printed
Name: ROBERT KOLMAN

Title: MANAGING DEPUTY CIO

Date: April 26, 2006



20060426.0142

CONTINUATION OF CENTREX SERVICE AGREEMENT
AMENDMENT 3

WHEREAS, SBC Global Services, Inc. on behalf of Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC Illinois") and City of Chicago ("Customer") desire to amend Continuation of Centrex Service Agreement #20031223-0759, as amended, ("the Agreement"), and

WHEREAS, each party acknowledges that it has read this Amendment and agrees to be bound by its terms and conditions;

NOW, THEREFORE, in consideration of these premises and the mutual promises set forth herein, the parties hereby agree as follows:

1. Upon expiration of Customer's third renewal option under Amendment 2, Customer and SBC Illinois agree to extend the term of the Agreement for an additional renewal period of twelve (12) months through June 1, 2007 ("Term").
2. Customer, at its option, may extend the Term of the Agreement set forth in Paragraph 1 above for an additional period of six (6) months by providing to SBC written notice at least 30 days prior to expiration of the Term.
3. Customer agrees to a monthly commitment of \$265,500.00 for each month during the Term and any subsequent extension of the Agreement.
4. The rates, terms and conditions set forth in this Amendment are expressly conditioned upon Customer simultaneously signing twelve (12) month Master Discount Agreement renewal with SBC Illinois with an annual commitment of at least \$11,900,200.00. Should this package not be accepted in its entirety the above rates are void.
5. Notwithstanding anything in the Agreement to the contrary, prior to the completion of the Term specified in Paragraph 1 above, Customer may enter into a new contract for the Service with the same or a higher line commitment for a term equal to, or greater than, the term remaining without incurring early termination charges.
6. The above provisions are incorporated into the Agreement as if specifically set forth therein. Except as specifically provided above, all other terms and conditions contained in the Agreement shall remain in full force and effect.
7. This Amendment is effective as of the date of the last signature hereto ("Effective Date").

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

SBC Global Services, Inc.
on behalf of SBC Illinois

Signature: Janet Booker Phillips Sm.

Printed Name: JANET BOOKER-PHILLIPS

Contract Management

Title: A.C.M.

Date: 04/26/2006

City of Chicago

Signature: Robert Kolman

Printed Name: ROBERT KOLMAN

Title: MANAGING DEPUTY CIO

Date: April 26, 2006

CONFIDENTIAL INFORMATION

1 of 1

**CUSTOM CONTRACT FOR DISCOUNTS
AMENDMENT NO. 4**

WHEREAS, SBC Global Services, Inc. on behalf of Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC") and City of Chicago ("Customer") desire to amend the Custom Contract for Discounts #19990525-0240, as amended, between Ameritech and City of Chicago ("the Agreement"), and

WHEREAS, each party acknowledges that it has read this Amendment and agrees to be bound by its terms and conditions:

NOW, THEREFORE, in consideration of these premises and the mutual promises set forth herein, the parties hereby agree as follows:

1. Upon expiration of Customer's third renewal option under Amendment 3, Customer and SBC Illinois agree to extend the Term of the Agreement for an additional renewal period of twelve (12) months through June 1, 2007 ("Term").

2. The annual revenue Commitment and Sub-Commitments agreed upon by Customer during the 12-month extension described in Paragraph 1 above are the following. Pursuant to Section 3 "Customer Commitment" of the Agreement, Customer is liable for any shortfall.

Total Annual Commitment	\$ 11,900,200.00
Annual Toll Usage Sub-Commitment	\$ 157,900.00
Annual Local Usage Sub-Commitment	\$ 817,500.00

3. Customer, at its option, may extend the Term of the Agreement set forth in Paragraph 1 above for an additional period of six (6) months ("Optional Extension Period") by providing to SBC written notice at least 30 days prior to expiration of the Term.

4. The Revenue Commitment and the Revenue Sub-Commitments agreed upon by Customer during the Optional Extension Period are the following. Pursuant to Section 3 "Customer Commitment" of the Agreement, Customer is liable for any shortfall.

Total Revenue Commitment	\$5,950,100.00
Toll Usage Sub-Commitment	\$ 78,950.00
Local Usage Sub-Commitment	\$ 408,750.00

5. Notwithstanding anything in the Agreement to the contrary, Termination Charge shall not be applicable if, during the Term of this Amendment, Customer converts to another SBC access or usage plan with a term equal to or greater than the remaining term of this Amendment, and a revenue commitment equal to or greater than the Annual Commitment.

6. The above provisions are incorporated into the Agreement as if specifically set forth therein. Except as specifically provided above, all other terms and conditions contained in the Agreement shall remain in full force and effect.

7. This Amendment is effective as of the date of the last signature hereto ("Effective Date").

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

SBC Global Services, Inc.
on behalf of SBC Illinois

Signature: Janet Booker Phillips KA,

Printed Name: JANET BOOKER-PHILLIPS
Contract Management

Title: A. C. M.

Date: 04/26/2006 or

City of Chicago

Signature: Robert Kolman

Printed Name: ROBERT KOLMAN

Title: MANAGING DEPUTY CIO

Date: April 26, 2006

CONFIDENTIAL INFORMATION